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reasonably be within the contemplation of the parties. Explosion caused by fires about the city near the water front are not unknown, and omission of the exemption clause leads to the conclusion that the policy was meant to insure against them."

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**Judges—Remote Interest Not Disqualifying.**—In *Kansas City Life Ins. Co. v. Jinkens* (Tex. Civ. App.), 202 S. W. 772, the Texas Court of Civil Appeals for the Amarillo District, held that the fact that the trial judge held a policy of life insurance in an insurance company did not disqualify him to try an action on another policy of the company, where it did not appear that such company was a mutual company, or that the payment or nonpayment of the policy sued on would have any direct effect on any fund in which the judge's policy was entitled to participate, and out of which he might eventually receive a dividend in addition to the guaranteed dividends. On this point the court said: "As we construe the policy, the insured would get no benefit of the profits or divisible surplus apportioned by the company except on the following conditions: That he should survive its term; that it should be kept in force during said full term, and the accumulated dividends should then exceed the guaranteed dividends already paid on the policy. So that in any event the interest of the trial judge appears rather remote, and in a sense at least contingent. It was held in the case of *New York Life Insurance Co. v. Sides*, 46 Tex. Civ. App. 246, 101 S. W. 1163, where the policy provided for payment to the insured at the end of 20 years if he should be living and the policy should then be in force, its share of accumulated profits apportionable to the policy, and where it further appeared that the company was a mutual company having no capital stock and being owned by the policy holders, that the trial judge holding such policy was necessarily interested in the assets of the company as one of the owners thereof. It does not appear whether the appellant company is a mutual company, nor does it appear that the payment or nonpayment of the policy sued on will affect directly the profits or divisible surplus in which the policy of the trial judge is entitled to participate; the evidence being silent as to how, under the laws of its creation and the charter and by-laws of the company, this surplus apportioned by the company to the policy holders is to be ascertained. So that it does not even appear that the payment or nonpayment of the policy sued upon would have any direct effect on any fund in which the trial judge's policy is entitled to participate and out of which he might eventually receive a dividend in addition to the guaranteed payments already paid. We therefore conclude that the evidence was insufficient to show that the trial judge was disqualified. *City of Oak Cliff v. State*, 97 Tex. 391, 79 S. W. 1068."